

## TRANSMITTAL

October 20, 2022

To: James Finley  
Building Inspector / Zoning Administrator  
Town of Washington  
(845) 219-9724  
(845) 677-3419 ext. 109  
[buildinginspector@washingtontny.org](mailto:buildinginspector@washingtontny.org)  
[ZBA@washingtontny.org](mailto:ZBA@washingtontny.org)

CC: Joshua E. Mackey  
MACKEY BUTTS & WHALEN, LLP  
3208 Franklin Avenue  
Millbrook, New York 12545  
P: (845) 677-6700  
JMackey@mbwlawyers.com

RE: 43 Butts Hollow - Zoning Variance Application

Dear James,

Enclosed please find one (1) original and six (6) copies of:

- a. Area Variance Application
- b. Drawings
- c. Survey Map of Property
- d. Property Deed
- e. Certificate of Occupancy
- f. New York State Environmental Assessment Form
- g. Existing Conditions Photographs and Photorealistic Renderings of Proposed Expansion
- h. Application Fee Check (\$525)
- i. Owner Endorsement Forms
- j. Conservation Easement Deed
- k. Copy of DOH Septic System Approval
- l. Copy of Building Permit Application (full set of permit drawings available upon request)

Digital copy of all documents had been also e-mailed to [ZBA@washingtontny.org](mailto:ZBA@washingtontny.org)

Should you have any questions, please don't hesitate to contact me.

All the best,

Ilya Korolev, RA



10 Reservoir Dr, PO Box 667, Millbrook, NY 12545  
845-677-3419

[www.washingtonny.org](http://www.washingtonny.org)

## AREA VARIANCE APPLICATION FORM

### APPLICATION TO THE TOWN OF WASHINGTON ZONING BOARD OF APPEALS FOR AN AREA VARIANCE

#### REAL PROPERTY INFORMATION

Dutchess County Tax Map Number (1234-00-123456-0000)	135889-6964-00-059898-0000
Property Street Address	43 Butts Hollow Rd, Dover Plains, NY 12522
Number of Acres	46.462
Zoning District from Zoning Map	RR-10: Rural Residential
Describe the Current Use of the Property.	Single Family Residential
Is this property located in or near a Wetland or Wetland Buffer?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO May Require a Town Wetlands Permit or be ruled by the Aquifer Protection Requirements
Is this property within 500 feet of the boundary of the Village of Millbrook?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is this application being made for a violation that currently exists on the property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, the application fee is double.

#### OWNER INFORMATION

<b>Name of Record Owner(s):</b> If a corporation, LLC, Trustee, so state and submit form	White Rock Farm Trust Steven Pregiato, Trustee
Record Owner Mailing Address	200 Park Ave South, 8th Fl New York, NY 10003
Record Owner Email Address	SPregiato@agsny.com
Record Owner Phone Number	(212)-768-4500

NOTE: In addition to the above, please complete the following information if the application is submitted and signed by a representative of the owner. (ie: LLC, Corporation, Trustee or applicant's attorney, agent, architect, builder, contract vendee, etc.)

Name of Authorized Representative if different from owner:	Ilya Korolev
Business Name of Applicant	Ilya Korolev Architect PLLC
Applicant Mailing Address	228 Park Ave South, #95705 New York, New York 10003-1502
Applicant Email Address	ilya@korolev.nyc
Applicant Phone Number	(917) 607-4045

**Please check to specify who you wish correspondence to be e-mailed to, from the above names:**

☐ **Applicant/Owner(s)**

☒ **Authorized Representative**

## SUMMARY OF AREA VARIANCE REQUEST

1. Variance Request of the restriction of Section 391 (7) to enlarge, extend, reconstruct, or alter existing non-conforming structure by over 25% of the aggregate gross floor area.

2. Variance Request from the front yard setback. Existing Setback - 30', Proposed Feedback - 30'.

No increase in non-compliance.

## DESCRIPTION OF HARDSHIP

**A Variance to the Zoning Ordinance is requested for the following five (5) reasons:**

1. An undesirable change will not be produced in the CHARACTER of the neighbor or a detriment to nearby properties if granted, because:

Proposed Alterations and Additions are designed to follow historic character of existing building.

2. The benefit sought by the applicant CANNOT be achieved by some method feasible for the applicant to pursue, other than an area variance, because:

Entirety of existing Building is located within front yard setback making it impossible to add to without a Varaince Application.

3. The amount of relief requested is not substantial because:

Because of the sloped nature and size of the property, there is very little visibility of the building from the public road.

4. The variance will NOT have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district because:

Building Footprint Enlargement is minimal.

5. Has the alleged difficulty been self-created? \_\_\_\_\_ Yes, or X No

Why:

Existing Building built in 1822 is in dire need of upgrades to comply with modern Building Codes, including but not limited to thermal insulation, structure, vertical circulation and MEP systems. Our intent is to give this Building new life and to adopt it to the Owner's needs.

## DESCRIPTION OF PROJECT

Please write N/A in any section which does not apply to your application.

### For Demolition of Existing Building Areas

Please describe area being removed:

Sunroom Porch and Second Floor

### New Construction Areas (New Dwelling, New Additions, Pool):

Dimensions of first floor extension: re-build 157 s.f., add 168 s.f., total 330 s.f.

Dimensions of new second floor: re-build 815 s.f., add 330 s.f., total 1,145 s.f.

Dimensions of floor above second level: N/A

Height (from finished ground to top of ridge): 32'

**Submit manufacturer specifications for pools, sheds, etc.**

### Number of Floors and General Characteristics **BEFORE** Alterations:

2 floors, roof will be raised for higher ceilings at second floor. Lower level addition ceilings at 7'-6"

Percentage of coverage of your lot by building area: .03%

Site is sloped 18% away from the public road.

## ADDITIONAL REQUIRED INFORMATION

Have any prior appeals been made with respect to this property?

\_\_\_\_\_ Yes \_\_\_\_\_ NO  X

Such appeal(s) was (were) in the form of

\_\_\_\_\_ A requested interpretation

\_\_\_\_\_ A request for a variance

Name of Owner:

Date

Was appeal granted or denied?

\_\_\_\_\_  
\_\_\_\_\_

Please provide copies of previously granted appeals.

Are there any Covenants or Restrictions concerning this land?

X  Yes \_\_\_\_\_ NO \_\_\_\_\_ If yes, please furnish a copy

Copy of Conservation Easement Attached

Are the subject premises listed for sale on the real estate market?

\_\_\_\_\_ Yes  X  No

Are there any proposals to change or alter land contours?

X  No \_\_\_\_\_ Yes please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any wetland areas or buffers on the parcel?

X  Yes \_\_\_\_\_ NO \_\_\_\_\_

Are those wetland areas or buffers shown on the survey submitted with this application?

\_\_\_\_\_ Yes \_\_\_\_\_ NO  X

(Wetlands are indicated on Architectural Drawings and Conservation Easement Deed)

If your property contains ponds, wetlands or buffer areas, have you contacted the Building Department for its determination of jurisdiction?

\_\_\_\_\_ Yes \_\_\_\_\_ NO  X

Does your application require Town, County, State, or Federal Permits?

X  Yes \_\_\_\_\_ NO \_\_\_\_\_ If yes, provide which agency and the type of application.

Dutchess County DOH Approval for new Septic System

Town of Washington Buildings Department Approval \_\_\_\_\_

Has an application been made to or granted by any other entity, and by which agency? Provide copies

Dutchess County DOH Septic System Approval attached

Town of Washington Buildings Department Application Attached

Are there any patios, structures, pools or fences that exist on your property that are not shown on the survey that you are submitting?

☒ Yes ☐ NO

If yes, please provide a plot plan showing all improvements.

(Plot plan showing all improvements attached)

Do you have any construction taking place at this time concerning your premises?

☐ Yes ☒ NO

Please submit a copy of your building permit and survey as approved by the Building Department

Describe the construction:

Do you or any co-owner also own other land adjoining or close to this parcel?

☒ Yes ☐ NO

If yes, please label the proximity of your lands on your survey.  
(survey shows two adjacent lots owned by the Trust)

Please list present use or operations conducted at this parcel existing single family  
and the proposed use single family

with garage, pool or other (i.e.: existing single family, proposed: same

### NOTARIZED STATEMENT

By submitting this application, I hereby swear/affirm that this variance is the MINIMUM that is necessary and adequate, and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

I further swear/affirm that the information in this application is a truthful and honest representation of the property for which this request is made.

I further swear/affirm that I will make an appointment with the Zoning Administrator within five business days of this application to allow for an inspection of said property.

Signature of Applicant or Authorized Agent  
Agent must submit Owner Authorization Form

ILYA KOROLEV  
Printed Name

Sworn to before me this  
20th day of October, 2022

Place Notary Stamp here:

ALLISON THOMPSON  
Notary Public - State of New York  
No. 01TH6099607  
Qualified in Kings County

Allison Thompson  
Signature of Notary

## ZBA AREA VARIANCE CHECKLIST TO BE COMPLETED BY APPLICANT.

Documents are required 21 days prior to a meeting. We suggest submitting earlier than 21 days to ensure the Town has a complete application. **If information is missing the appearance before the ZBA will be delayed.**

### REAL PROPERTY INFORMATION

Dutchess County Tax Map Number (1234-00-123456-0000)	135889-6964-00-059898-0000
Property Street Address	43 Butts Hollow Rd, Dover Plains, NY 12522
<b>Check or N/A</b>	
* X	A complete application form, neatly printed or typed, signed in ink and six copies.
* X	Scaled site plan drawings of proposed project in an 11x17 or larger format, prepared by a NYS licensed engineer or surveyor. Drawings should be folded with the packet and include the name of the property owner and address on the drawings. These drawings can include, but are not limited to, the following: Site plan. Floor plan(s). Elevations. Any other details deemed necessary to explain this project. (Copies of pool plans, shed information, etc.)
* X	Survey maps of the property with the name of the property owner on the map. The map should be folded to fit in a legal sized file folder. The map must have the grid number legibly written on the back of the map.
* X	Legal proof of control of the property by ownership. (Deeds may be obtained from the Office of the Dutchess County Clerk or via the website: <a href="https://www.co.dutchess.ny.us/CountyClerkDocumentSearch/Search.aspx">https://www.co.dutchess.ny.us/CountyClerkDocumentSearch/Search.aspx</a>
X	Certificates of occupancy for the subject premises. If any are lacking, please apply to the Building Department to either obtain them or to obtain an Amended Notice of Disapproval.
* X	New York State Environmental Assessment Form. The type of environmental assessment form to be submitted will depend on the scope of work and proposed use described in the application. Please refer to the New York State Department of Environmental Conservation's website at <a href="http://www.dec.ny.gov/permits/357.html">www.dec.ny.gov/permits/357.html</a> for further information as well as printing required forms
* X	A set of at least four photographs labeled to show different angles of the yard areas after staking corners for new construction, and/or photos of building area to be altered.
* X	Application fee: Four hundred dollars (\$400.00) for the first variance One hundred twenty-five dollars (\$125.00) for each additional area variance (For example, if you need a side yard variance and a rear yard variance the fee will be \$525.00) An escrow fee may be requested by the ZBA. Minimum fee \$750.00. <b>Checks shall be made payable to "Town of Washington"</b> Credit card payments are subject to an additional fee up to 2.95% charged by the credit card processing company.
* X	A Flash Drive or PDF of all documents, except the application fee. A PDF may be emailed to <a href="mailto:ZBA@washingtontny.org">ZBA@washingtontny.org</a> referenced as "ZBA Application/Owner's Name"
X	A plot plan of all improvements if not shown on the survey map.
X	Owner's affidavit providing permission for someone to act as their agent.
N/A	Approved Building Permit
X	Permits from other town, county, state or federal agencies.
* X	Owner's Endorsement



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 3<sup>rd</sup> day of November, in the year 2015

BETWEEN Sydney Bash, as Trustee of the J.L. Family Trust of 1984, with an address c/o Bash, Gesas & Company, 9401 Wilshire Boulevard, Beverly Hills, California 90212,

party of the first part, and

Steven Pregiato, as Trustee of the White Rock Farm Trust, residing at 43 Butts Hollow Road, Millbrook, New York 12545,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100THS (\$1,700,000.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant remise and release unto the party of the part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Dutchess, Town of Washington, and State of New York as described on Schedule A annexed hereto and made a part hereof.

SAID PREMISES also being known as 43 Butts Hollow Road, Millbrook, New York 12545, and as Section 6964 Block 00 Lot 059898-0000 in Dutchess County.

Being and intended to be the same premises conveyed to Sydney Bash, as Trustee of the J.L. Family Trust of 1984 by Deed from Peter Casson and Anne Casson, recorded on December 30, 2009 in the Dutchess County Clerk's Office at Document No. 0220097076.

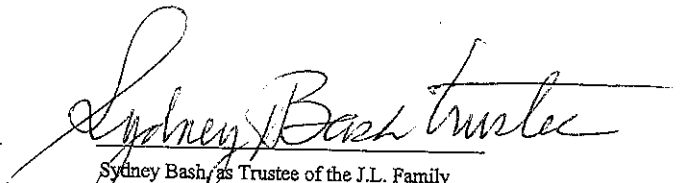
This Deed is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement Deed dated December 20, 2005 and recorded in the Dutchess County Clerk's Office on December 20, 2005 at Document No. 02200511377.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

  
Sydney Bash, as Trustee of the J.L. Family  
Trust of 1984

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of New York , ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  
TAKEN IN NEW YORK STATE

State of New York, County of \_\_\_\_\_, ss:  
On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) \_\_\_\_\_

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said \_\_\_\_\_

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of California, County of Los Angeles, ss:  
On the \_\_\_\_ day of October in the year 2015, before me the undersigned personally appeared \_\_\_\_\_

Sydney Bash  
Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the City of Los Angeles.

SECTION 6964  
BLOCK 00  
LOT 059898-0000  
COUNTY OR TOWN DUTCHESS COUNTY

Title No. M-059695

SYDNEY BASH, AS TRUSTEE OF THE J.L.  
FAMILY TRUST OF 1984

TO

STEVEN PREGIATO, AS TRUSTEE OF THE  
WHITE ROCK FARM TRUST

RETURN BY MAIL TO:

DISTRIBUTED BY

Shawn Borrelli Pratt, Esq.  
3304 Franklin Avenue  
PO Box 1238  
Millbrook, New York 12545

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

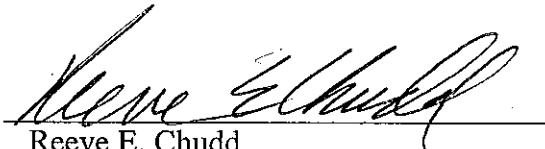
State of California )  
County of Los Angeles )

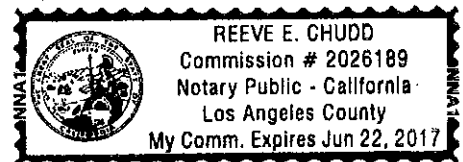
On October 30, 2015, before me, Reeve E. Chudd, a Notary Public of the State of California, personally appeared SYDNEY H. BASH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Reeve E. Chudd  
My Commission Expires 6/22/17



OFFICE OF THE SUPERVISOR  
FLORENCE C. PRISCO  
(845) 677-3419



## Town of Washington

10 RESERVOIR DRIVE  
P.O. Box 667  
MILLBROOK, NEW YORK 12545

### Certificate of Occupancy Number 09-1120

Name: Casson  
Address: 43 Butts Hollow Rd.  
Millbrook NY 12545  
Grid # 6964-00-059898

On 11-20-09 a cursory walk-through was conducted of the  
Covered porch - 160 sq ft  
at the above referenced address. The inspection for a Certificate of Occupancy was  
exposed-to view conditions, directly visible and no destructive or intrusive techniques  
were employed, nor special apparatus to explore concealed conditions.

The building does not appear to present a compromise to the health and safety or  
wellbeing of any occupants and qualifies for a Certificate of Occupancy. However, this  
does not imply that the property is free of code violations. Should some future inspection  
reveal such violations, a building permit must be obtained by the owner and a Certificate  
of Occupancy or a Certificate of Compliance will be issued when corrective work has  
been completed.

In the event that erection, construction, enlargement, alteration, removal, improvement,  
demolition, conversion or change in the nature or the occupancy, will occur or has  
occurred, succeeding the issuance of this Certificate, appropriate building permits and  
Certificates of Occupancy/Compliance will be required.

Sincerely,

*John D. Neubauer*

Code Enforcement Officer  
Town of Washington  
845-677-8321

# Short Environmental Assessment Form

## Part 1 - Project Information


### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
<b>Name of Action or Project:</b> White Rock Farm Main House Renovation and Enlargement			
<b>Project Location (describe, and attach a location map):</b> 43 Butts Hollow Rd, Dover Plains, NY 12522 / Tax Map ID 135889-6964-00-059898-0000			
<b>Brief Description of Proposed Action:</b> RENOVATION AND EXPANSION OF AN EXISTING SINGLE FAMILY HOUSE, CONVERT FROM 3-BEDROOM TO 4-BEDROOM. SEPTIC TO BE UPGRADED. AREA OF EXISTING HOUSE TO BE RENOVATED OR REBUILT - 2,775 SF AREA TO BE ADDED TO EXISTING HOUSE - 1,047 SF TOTAL ENLARGED HOUSE AREA - 3,822 SF ALL EXISTING WINDOWS TO BE REPLACED. EXISTING THERMAL INSULATION TO BE REPLACED AND UPGRADED. NEW HVAC.			
<b>Name of Applicant or Sponsor:</b> Ilya Korolev, Architect C/O Steven Pregiato, White Rock Farm Trustee		<b>Telephone:</b> (917) 607-4045 <b>E-Mail:</b> ilya@korolev.nyc	
<b>Address:</b> 228 Park Ave South, #95705			
<b>City/PO:</b> New York		<b>State:</b> NY	
		<b>Zip Code:</b> 10003	
1. <u>Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</u> If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
2. <u>Does the proposed action require a permit, approval or funding from any other government Agency?</u> If Yes, list agency(s) name and permit or approval: Town of Washington Zoning Variance Approval, Dutchess County DOH Approval, Town of Washington Zoning Approval		NO  <input type="checkbox"/>	YES  <input checked="" type="checkbox"/>
3. a. <u>Total acreage of the site of the proposed action?</u>		46.462 acres	
b. <u>Total acreage to be physically disturbed?</u>		0.42 acres	
c. <u>Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?</u>		80.621 acres	
4. <u>Check all land uses that occur on, are adjoining or near the proposed action:</u> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Urban</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Rural (non-agriculture)</div> <div style="width: 50%;"><input type="checkbox"/> Industrial</div> <div style="width: 50%;"><input type="checkbox"/> Commercial</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Residential (suburban)</div> <div style="width: 50%;"><input type="checkbox"/> Forest</div> <div style="width: 50%;"><input type="checkbox"/> Agriculture</div> <div style="width: 50%;"><input type="checkbox"/> Aquatic</div> <div style="width: 50%;"><input type="checkbox"/> Other(Specify):</div> <div style="width: 50%;"><input type="checkbox"/> Parkland</div> </div>			

5. Is the proposed action,	NO	YES	N/A
a. <u>A permitted use under the zoning regulations?</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <u>Consistent with the adopted comprehensive plan?</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <u>Is the proposed action consistent with the predominant character of the existing built or natural landscape?</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. <u>Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</u>	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. <u>Will the proposed action result in a substantial increase in traffic above present levels?</u>	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. <u>Does the proposed action meet or exceed the state energy code requirements?</u>	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: Proposed Renovation and Expansion will meet NYS Energy Code Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. <u>Will the proposed action connect to an existing public/private water supply?</u>	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. <u>Will the proposed action connect to existing wastewater utilities?</u>	NO	YES	
If No, describe method for providing wastewater treatment: _____ New Septic System will be provided. Approval had been granted by Dutchess County DOH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. <u>Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
_____			
_____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO  <input type="checkbox"/>	YES  <input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;">           a. Will storm water discharges flow to adjacent properties?             b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?            If Yes, briefly describe: _____            _____            _____         </div>	NO  <input type="checkbox"/>  <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>	YES  <input checked="" type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Ilya Korolev</u> Date: <u>10/17/2022</u></p> <p><span style="border: 1px solid black; padding: 2px;">Signature</span> <u></u> Title: <u>Architect</u></p>		





## VIEW 1



EXISTING



PROPOSED



## VIEW 2



EXISTING



PROPOSED



## VIEW 3



EXISTING



PROPOSED



## VIEW 4



EXISTING



PROPOSED



## VIEW 5



EXISTING



PROPOSED



## VIEW 6



EXISTING



PROPOSED



*Town of  
Washington*

**TOWN OF WASHINGTON  
BUILDING DEPARTMENT  
10 Reservoir Dr, PO Box 667  
Millbrook, NY 12545  
845-677-3419**

PLEASE NOTE: If ownership is held jointly or in partnership, each owner and/or partner must sign a separate owner's endorsement. If the owner or owners are making the application, this endorsement is not required.

**OWNER'S ENDORSEMENT**

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_) ss:

Steven Pregiato, being duly sworn, deposes and says:

- I am: (check one)
- \_\_\_\_\_ 1. the sole owner in fee
  - \_\_\_\_\_ 2. a part owner in fee
  - \_\_\_\_\_ 3. an officer of the corporation which is the owner in fee of the premises described in the foregoing application.
  - X   4. designated party authorized to act pursuant to a trust or legal document.
  - \_\_\_\_\_ 5. member/owner(s) of Limited Liability Corporation (LLC).

(If you checked #3, #4 or #5, please provide proof of legatee (ie: Corporate Resolution, Surrogate Letter, Executor of the Will, Certified Letter of Testamentary, Letter of Administration, Attorney-Opinion Letter, Letter or Probate, Power of Attorney, etc.)

I reside at 200 Park Ave S

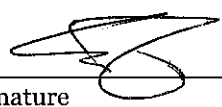
City New York State NY Zip 10003

I have authorized (name) ILYA KOROLEV

(Company) ILYA KOROLEV ARCHITECT PLLC

to make the foregoing application to the Town of Washington for approval as described herein for the property located at 43 Butts Hollow Rd, Dover Plains, NY 12522

property ID # 135889-6964-00-059898-0000

  
Signature

White Rock Farm Trust

If owner is a corporation, please indicate name of corporation and title of the corporate officer whose signature appears above.

Sworn to before me this 19 day of October, 2022  
Notary Public Anzhela Borukhov

Notary Stamp:

**ANZHELA BORUKHOV  
Notary Public, State of NY  
No 01BO6033080  
Qualified in Queens County  
Commission Expires 03/25/26**



*Town of  
Washington*

**TOWN OF WASHINGTON  
BUILDING DEPARTMENT  
10 Reservoir Dr, PO Box 667  
Millbrook, NY 12545  
845-677-3419**

PLEASE NOTE: If ownership is held jointly or in partnership, each owner and/or partner must sign a separate owner's endorsement. If the owner or owners are making the application, this endorsement is not required.

**OWNER'S ENDORSEMENT**

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_) ss:

Steven Pregiato, being duly sworn, deposes and says:

- I am: (check one)
- \_\_\_\_\_ 1. the sole owner in fee
  - \_\_\_\_\_ 2. a part owner in fee
  - \_\_\_\_\_ 3. an officer of the corporation which is the owner in fee of the premises described in the foregoing application.
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(If you checked #3, #4 or #5, please provide proof of legatee (ie: Corporate Resolution, Surrogate Letter, Executor of the Will, Certified Letter of Testamentary, Letter of Administration, Attorney-Opinion Letter, Letter or Probate, Power of Attorney, etc.)

I reside at 200 Park Ave S

City New York State NY Zip 10003

I have authorized (name) JOSHUA E. MACKEY

(Company) MACKEY, BUTTS & WHALLEN LLP

to make the foregoing application to the Town of Washington for approval as described herein for the property located at 43 Butts Hollow Rd, Dover Plains, NY 12522

property ID # 135889-6964-00-059898-0000

Signature

White Rock Farm Trust

If owner is a corporation, please indicate name of corporation and title of the corporate officer whose signature appears above.

Sworn to before me this

19 day of October, 2022  
Notary Public [Signature]

Notary Stamp:

**ANZHELA BORUKHOV  
Notary Public, State of NY  
No 01BO6033080  
Qualified in Queens County  
Commission Expires 03/25/26**



120  
2389  
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1050

**CONSERVATION EASEMENT DEED**

Between

**Saratyn Allen**

as Grantor

and

**DUTCHESS LAND CONSERVANCY, INC.,**

as Grantee

December 20, 2005

Record and Return To:  
Dutchess Land Conservancy  
2908 Route 44  
Millbrook, New York 12545

120 5  
22 89 93  
98.50

## CONSERVATION EASEMENT DEED

This **CONSERVATION EASEMENT DEED** is entered into this 20th day of December, 2005, between **Saralyn Allen** with an address of 43 Butts Hollow Road, Millbrook, New York, 12545, as Grantor (the "Landowner"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 2908 Route 44, Millbrook, New York 12545, as Grantee (the "Conservancy").

### Recitals

**WHEREAS**, the Landowner is the owner in fee of real property (the "Property") described in Exhibit A attached hereto and incorporated by reference:

- 1 The Property consists of approximately 46.45 acres, improved with one house and one barn, in the Town of Washington, Dutchess County, New York.
- 2 The Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and as Lot 2 on survey map titled "Survey Map of Lands for Berry," prepared by Daniel J. O'Brien, Licensed Land Surveyor, dated February 10, 1998 and revised on April 20, 1998 and May 1, 1998, and filed in the Dutchess County Clerk's Office on June 3, 1998 as Map No. 10605.

**WHEREAS**, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law") and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

**WHEREAS**, the parties recognize the following:

- 1 The Property is characterized by scenic views, open farmlands, woodlands, wetlands and natural beauty, and is highly visible from Butts Hollow Road, a public highway.
- 2 It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's open fields and forest lands while restricting development so that it is compatible with the natural surroundings.
- 3 The Property meets the Criteria for Acceptance of Conservation Easements of the Conservancy and is in close proximity with private land, which is already permanently protected by the Conservancy.
- 4 The Town of Washington Master Plan, adopted in 1987, supports the preservation of the Town's scenic quality and natural environment including the maintenance of agricultural land for the benefits it provides in maintaining open space, scenic vistas, water resources

and wildlife habitat. The Plan discourages the development of productive agriculture areas, and encourages the use of conservation easements to help preserve agricultural land, steep slopes and land for open space uses.

- 5 The Property is located along Butts Hollow Road, designated as a Scenic Road in 1997 pursuant to the Town of Washington Scenic Road Local Law #2.

- 6 The Town of Washington Zoning Law, adopted December 27, 1989 includes the Property within an "Agricultural Protection Overlay District," land use category, which it describes as follows:

"The Agricultural Protection Overlay District is intended to:

- (a) Preserve agricultural land for food and fiber production;
- (b) Protect agriculturally productive farms;
- (c) Maintain a viable agricultural base to support agricultural processing and service industries;
- (d) Prevent conflicts between incompatible land uses;
- (e) Reduce costs of providing public service to scattered non-farm uses;
- (f) Pace and shape the growth of the Town;
- (g) Protect agricultural land from encroachment by non-agricultural uses, structures, or activities; and
- (h) Maintain the rural, natural, and scenic qualities of the Town."

- 7 The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, floodplains and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas to provide recreational space, wildlife habitat, natural buffers and aquifer protection. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as wetlands, steep slopes and major aquifers. Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

- 8 The Property is included in Certified Agricultural District No. 21, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, encouraging the continuation and protection of agriculture.

- 9 The Property contains approximately 4 acres of prime farmland soils and approximately 27 acres of farmland soils of statewide importance, which are important for the

production of food, feed, forage and fiber crops, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

- 10 The Property is in the watershed of the Wappinger Creek, a tributary of the Hudson River.
- 11 The Property contains approximately 2 acres of wetlands designated on the National Wetlands Inventory by the U.S. Department of the Interior.
- 12 The Property contains Mill Brook (H-101-21-9), which is classified as a Class A(T) stream by the New York State Department of Environmental Conservation according to its best use for trout, drinking and all other uses in order to meet the goal of the Federal Clean Water Act and to encourage continuous protection to keep the stream clean for the future. Mill Brook feeds the water supply for the Village of Millbrook.
- 13 A portion of the Property, approximately 29 acres, is part of a "Zone I" Aquifer as defined by the Dutchess County Water Supply Protection Program Report prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.
- 14 The Property contains approximately 10 acres of woodland that is part of a relatively unbroken tract of woodlands that extends for hundreds of acres and represents valuable habitat as a contiguous forest.
- 15 Subdivision and development pressure threaten the continued rural, scenic, ecological, forested, and open space character of the Property and the scenic view along Butts Hollow Road.

**WHEREAS**, the Conservancy has determined that acquisition of a conservation easement on the Property will further its charitable purposes of protecting areas of rural, scenic and relatively natural character in Dutchess County.

**WHEREAS**, the Landowner shares the land conservation goals of the Conservancy and desires to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations.

**WHEREAS**, the parties desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement Deed pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1     **Grant of Easement.** The Landowner grants to the Conservancy a perpetual conservation easement over the Property on the terms contained in this Conservation Easement Deed (the "Conservation Easement"). The Conservation Easement shall encumber the Property.

2     **Purpose.** The purpose of the easement granted hereby is to conserve the scenic, open, wooded and natural character of the Property and to protect the quality of its steep slopes, forest lands, agricultural lands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property, especially the areas defined in this Conservation Easement as "Preservation Areas".

3     **Reserved Rights.** The Landowner reserves for herself and her successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement. This Conservation Easement does not grant the general public any right to enter upon any part of the Property. This Conservation Easement does not restrict an owner of the Property or part thereof in imposing further restrictions upon conveyance or otherwise.

4     **Restrictions Applicable to the Property.** By this Conservation Easement, the Landowner agrees to restrictions that apply to the entire Property and additional restrictions that apply only to the Preservation Areas, as set forth in this Section 4. The Landowner may take certain actions relating to the Property only after giving the Conservancy prior notice or obtaining the Conservancy's prior consent, as set forth in Sections 4 and 5. The procedure for giving such notice and seeking such consent, and the standards governing the Conservancy's decision whether to grant or withhold such consent, are set forth in Section 5. As used in this Conservation Easement, the terms "floor area", "footprint area" and "height" shall have the meanings given to them in Section 4.4(f) hereof. No building or other improvement shall hereafter be placed on the Property except as specifically provided in this Section 4.

4.1   **Use of Property.** The Property shall be used solely for agricultural and non-commercial residential and recreational purposes, including, without limitation, the occupancy and use by owners or tenants of permitted structures or other improvements built upon the Property in accordance with this Conservation Easement, and customary home occupations compatible with the rural and agricultural character of the Property. As used in this Conservation Easement, the terms "agricultural purposes" or "agricultural uses" shall mean: planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description; breeding, raising, training, pasturing, grazing, boarding and sale of horses and livestock of every nature and description; equestrian activities (including horseback riding instruction, husbandry and other non-commercial equestrian activities); breeding and raising bees, fish, poultry and other fowl; and the primary processing, storage and sale, including direct retail sale to the public, of crops and products a substantial proportion of which are harvested and produced on the Property. Permitted recreational uses shall include the right to shoot with or without dogs, hunt, fish, trap, hike, camp, horseback ride, conduct field trials, mounted foxhunting with hounds in the traditional manner, and other non-commercial outdoor recreational activities. No non-agricultural commercial, industrial, or institutional use of the Property or any part thereof shall be permitted.

**4.2 Restrictions Applicable to Preservation Areas.** The "Preservation Areas" are all areas of the Property shown on the Conservation Easement Map located outside of the boundaries of the building envelopes referenced in Section 4.3 below. No structures shall be built in the Preservation Areas except for run-in sheds for horses and other livestock, woodsheds, lean-tos and other agricultural structures having in each case a footprint area not exceeding 400 square feet, signs permitted by Section 4.6, fences and road-side accessory structures permitted by Section 4.8 and driveways, farm roads, utilities and drainage ways permitted by Section 4.9. All new agricultural facilities shall be sited in compliance with Section 4.5, at least 100 feet from any watercourse, pond or wetland located on the Property, and as appropriate to an agricultural landscape.

**4.3 Preservation Areas and Building Envelopes.** Except as provided below, all residential, agricultural and accessory structures shall be located outside of the Preservation Areas (except as expressly permitted by Section 4.2) and within the building envelopes, unless the Conservancy otherwise consents. Building envelopes shall be defined as areas in which all residential, accessory and agricultural structures shall be located, other than those permitted in Preservation Areas as provided in Section 4.2.

**4.3 (a) Number of Building Envelopes.** Except as provided below, no more than two building envelopes are permitted under this Conservation Easement. One building envelope is shown on Exhibit B. A second building envelope not to exceed three acres may be located on the Property pursuant to Section 4.3(b) below. The boundaries of the second building envelope are to be designated by the Landowner and the Conservancy at a later date.

**4.3 (b) Establishment of Building Envelope.** At the Landowner's request, the second building envelope may be established in the following manner: Prior to construction of any structure, the Landowner shall present the Conservancy, for its consent, a plan showing proposed boundaries of the building envelope. The Conservancy shall approve such building envelope if it finds that the building envelope does not exceed three acres and is consistent with the purposes of this Conservation Easement and the structure siting standards contained herein.

**4.3 (c) Split Building Envelopes.** If the Landowner desires to construct agricultural structures and wishes to site such structures further from a principal residence than a three acre building envelope would allow, the Landowner may divide the building envelope into two non-adjacent building envelopes, with the Conservancy's consent, which shall not be unreasonably withheld. The aggregate square footage of the two building envelopes shall not exceed three acres.

**4.3 (d) Amendment of Conservation Easement Map.** Upon the Conservancy's approval of the boundaries of the building envelope, the Landowner and the Conservancy shall execute and record an instrument amending Exhibit B, which amendment shall establish the boundaries of such building envelope. After Exhibit B is amended and recorded, structures may be built within the designated building envelope subject to the

terms of this Conservation Easement. Any such amendment shall be binding on any mortgagee whose mortgage is recorded subsequent to this Conservation Easement.

**4.4 Residential and Agricultural Structures.** No residential, agricultural or accessory structures or other improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Section. All existing and new structures allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged or destroyed. The existing house may be considered either the principal residence or tenant/guest house as provided below.

**4.4 (a) Principal Residence.** No more than one (1) single family principal residence shall be permitted on the Property. The principal residence shall not exceed 6,500 square feet of floor area or 35 feet in height.

**4.4 (b) Tenant/Guest House.** No more than one (1) detached tenant/guest house shall be permitted on the Property. The house, built and existing on the date hereof, may be considered the tenant/guest house but shall be considered the principal residence if the square footage is increased by more than 1,000 square feet from its existing size on the date hereof. If the built and existing house is considered the principal residence, then a new tenant/guest house may be constructed on the Property. Except as permitted above, the tenant/guest house shall not exceed 2,000 square feet of floor area or 25 feet in height and may not be sold separately from the principal residence.

**4.4 (c) Accessory Apartment.** No more than one (1) accessory apartment shall be permitted on the Property. The accessory apartment may be located within any permitted residence, barn or garage as long as the total square feet of floor area does not exceed the limits described under Sections 4.4(a), 4.4(b), 4.4(d) and 4.4(e) hereof.

**4.4 (d) Accessory Structures.** Normal and customary accessory structures, such as swimming pools, related changing facilities, garages and tennis courts, may be built. All such accessory structures in the aggregate shall not have a floor area exceeding 3,000 square feet per building lot unless the Conservancy otherwise consents. Swimming pools and tennis courts shall be of customary size and shall not be included in the calculation of floor area of accessory structures pursuant to Section 4.4(f).

**4.4 (e) Agricultural Structures.** Customary barns, sheds, greenhouses and other customary agricultural structures may be constructed on the Property if in each case such structures have a footprint area not exceeding 3,000 square feet. All such structures in the aggregate, including any agricultural structures built and existing on the date hereof, shall not have a footprint area exceeding 10,000 square feet unless the Conservancy otherwise consents.

**4.4 (f) Measurement of Floor Area, Footprint Area and Height.** The "floor area" of a structure means the gross floor area of all interior floors of the structure, as measured to the exterior walls, excluding garages attached to principal residences and

tenant/guest houses only, cellars, attics and basements. Floor area calculations shall not apply to swimming pools, outdoor/fenced-in tennis courts, patios, decks, and unenclosed porches. The "footprint area" of a structure means the gross footprint of the structure as measured to the exterior walls. The "height" of a structure means the height as measured from the natural mean grade to the top of the roof line.

**4.4 (g) Waiver of Size and Location Restrictions.** The Conservancy may waive the restrictions on size of residential and agricultural structures and the location of agricultural structures pursuant to Section 7.2 herein, provided that:

- (i) The Conservancy finds that such structures comply with the provisions of Section 4.5; and
- (ii) The Conservancy finds that the size and location of such structure will have no greater adverse impact on the conservation purpose of this Conservation Easement than would structures which fully comply with the size and location requirements herein; and
- (iii) The Landowner submits a plan to the Conservancy including the location, size, bulk, and height of the proposed structure(s), or expansion of structure(s), as well as plans for cutting trees and alteration of landscape features. Landowner shall also provide a visual analysis of the proposed site and structure(s) showing the effect of the proposal on scenic panoramas and describing any measures which will be taken to protect such scenic panoramas as well as any additional plans or analyses as requested by the Conservancy, to determine the impacts on the proposed site. Upon review of all applicable information, the Conservancy may approve the proposal, either specifically as proposed or contingent upon plan amendments, or reject the proposal.

**4.4 (h) Mobile Homes.** No mobile homes or house trailers shall be permitted on the Property, except temporarily, with the consent of the Conservancy, during the construction of a residential structure for a maximum term of twelve months after the issuance of a building permit.

**4.5 Exterior Appearance.** No construction, improvement, repair or replacement of a structure or other alteration of the Property shall be constructed or performed in a manner inconsistent with the scenic preservation and conservation purposes of this Conservation Easement. Structures newly constructed after the date of this Conservation Easement, and alterations and additions to existing structures, shall be subject to architectural review as required by Section 5.2. To the extent buildings are visible in winter from offsite or from public roads, they shall comply with the following design standards:

**4.5 (a) Siting.** All residential, agricultural and accessory structures and built landscape features newly constructed after the date of this Conservation Easement shall



be sited as appropriate to an agricultural landscape and to the extent feasible the Landowner shall utilize trees and other natural landscaping to minimize visibility from the public road. Except with the consent of the Conservancy, all residential, agricultural and accessory structures shall be sited at least 100 feet from any watercourse, pond or wetland on the Property.

**4.5 (b) Architecture.** The exterior of all new buildings shall be of designs that are indigenous to the surrounding rural area and shall be architecturally sensitive and respectful of the immediate site and surrounding sites. The exterior of buildings shall be harmonious with the site and with traditional buildings found in the vicinity, utilizing natural materials wherever possible, and all primary materials shall be chosen to minimize the visual prominence of buildings and to create architecture that is a result of the site rather than being forced upon the site. The architecture shall not appear box-like in design from off site and rooflines shall be designed to create a step down effect to minimize the visual effect from off-site. All roofing and exterior surfaces (except window glass) shall be non-reflective, but this sentence shall not preclude the use of metal as a roofing material or the inclusion in roof design of non-reflective solar panels.

**4.5 (c) Color.** The color of all new structures, and the color of existing structures if they are to be changed, shall be chosen to minimize their visual impact from public roads and other properties. Paint shall be non-reflective.

**4.5 (d) Landscape.** Changes to the landscape and existing site features in connection with new construction shall be minimal, and shall encourage the preservation of mature trees, rock outcroppings, watercourses, and other significant natural amenities. Landscape designs shall be harmonious with the existing site in concept and detail. Any ground antenna, satellite dish, outdoor fixture, swimming pool, or tennis court visible from public roads shall be screened with wood fencing or vegetation.

**4.6 Signs.** No signs shall be permitted except to state the name and address of the Property and the names of persons living on the Property, to advertise an on-site activity permitted by this Conservation Easement, to advertise the Property for sale or rent, to mark roadways, to announce that the Property is subject to a conservation easement and identify the holder of the easement, and to post the Property to control unauthorized entry or use. Such signs shall be of professional quality and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property.

**4.7 Lighting.** Outdoor lighting shall not result in glare visible from off the Property which is inconsistent with the rural character or the natural environment. Outdoor light fixtures shall control the light output so that it shines only where needed and is directed towards the ground and not into a neighbor's yard or windows or into the sky. Outdoor lighting shall be controlled by sensors and/or timers to minimize its use so that it is turned on only when necessary. Lighting inappropriate for a rural setting such as post lights along the drive shall not be allowed.

**4.8 Fences and Road-side Structures.** Fences of a style normal and customary in the immediate vicinity such as wire, three/four board or post and rail, and other fencing that does not impair the views of the Property, may be erected, repaired or replaced. Road-side mail boxes and newspaper boxes of a style normal and customary in the immediate vicinity may be erected, repaired and replaced on the Property. Limited screening with natural features, such as trees and/or a short section of privacy fencing, to preserve privacy for residential structures, is permitted with the consent of the Conservancy. Additional types of fencing or road side structures shall require the consent of the Conservancy.

**4.9 Driveways, Trails, Farm Roads, Utilities and Drainage Ways.** Driveways, trails, utilities and drainage ways may be located anywhere on the Property provided that they are constructed and located in a manner which is compatible with agricultural and forested use of the Property and which minimizes erosion and adverse effect on scenic landscape quality. Trails, driveways and roads shall be constructed and maintained to minimize erosion and shall not be paved without the prior consent of the Conservancy upon a showing that paving is necessary to correct, control or prevent erosion. However, limited paving shall be permitted in parking areas, with the consent of the Conservancy. Roads and driveways shall be located along old roads or along edges of fields where feasible. Utility lines serving permitted structures shall be installed underground where feasible. No roads shall be constructed that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement except with the consent of the Conservancy.

**4.10 Chemicals.** No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions.

**4.11 Dumping of Waste.** No dumping or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be allowed on the Property, except that which is generated by activities permitted by this Conservation Easement and then only in accordance with applicable law and in a manner that is consistent with the conservation purposes of this Conservation Easement.

**4.12 Clearing of Trees.** There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

4.12 (a) Trees may be removed which endanger public safety, are diseased, damaged or fallen, or need to be cleared to ensure the health of other trees, or in connection with the construction of permitted structures, utility lines, roads or driveways. New clearings in connection with the construction of permitted structures or other improvements shall not exceed three acres.

4.12 (b) New open spaces for agriculture and views may be created with the prior consent of the Conservancy.

**4.12 (c)** Commercial logging may be conducted with the prior consent of the Conservancy if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. All logging shall be done based on a management plan prepared by a forester approved by the Conservancy. Such management plan shall conform to 1) accepted NYS sustainable forestry guidelines; 2) any applicable guidelines of the Natural Resource Conservation Service of the U.S. Department of Agriculture (or successor governmental departments or agencies), and 3) NYS forest tax program logging guidelines as conducted under a forest management plan approved by the New York State Department of Environmental Conservation

**4.12 (d)** All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources.

**4.13 Mining, Transmission Lines, Pipelines and Landfills.** There shall be no surface or subsurface mining or quarrying on the Property. No wireless telecommunications towers or associated antennas may be placed on the Property except with the prior consent of the Conservancy. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the structures allowed by this Conservation Easement. This Section shall not preclude excavation of materials for the construction of driveways and other improvements on the Property.

**4.14 Waterways.** No waterways on the Property shall be polluted by sedimentation, siltation, agricultural run-off or otherwise by action of the owners. This does not preclude customary agricultural practices. No change to any existing ponds, streams or wetlands, and no construction or alteration of any structure (including septic disposal systems) within 100 feet of any existing streams, shall be permitted except with the consent of the Conservancy. However the Conservancy hereby consents to the Landowner's plans to restore wetlands on the Property in accordance with applicable state and federal programs. Any on-site septic disposal systems shall be maintained in good repair and proper operating condition.

**4.15 Trail Maintenance, Construction and Management.** The Landowner may construct, manage, use and maintain trails on the Property to support a regional trail system, for purposes of equestrian use, walking, cross-country skiing or other non-motorized recreational use. Except with the Conservancy's consent, structures and fencing shall be sited so as not to obstruct any existing trail system on the Property, but this Conservation Easement does not grant the general public any right to enter upon any part of the Property.

**4.16 Subdivision.** There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership except with the consent of the Conservancy. Lot line adjustments which do not create additional building lots are permitted. No such

subdivision or lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number or character of structures permitted by this Conservation Easement.

## **5 Notice to Conservancy and Required Prior Consent.**

**5.1 Notice of Construction.** In order to facilitate the monitoring of this Conservation Easement, the Landowner shall give the Conservancy at least 35 days' prior written notice prior to commencement of construction of any new structure or addition to an existing structure, or excavation or clearing for any new structure. Prior to clearing and construction, the Landowner shall submit survey information, or shall physically mark the boundaries of the proposed structure, to confirm that the structures proposed for construction and the locations of such structures are permitted by this Conservation Easement.

**5.2 Improvements and Changes Requiring Conservancy's Prior Consent.** Notwithstanding the terms of Section 5.1, if the proposed improvement or change is a substantial improvement or substantial change to the Property, then the improvement or change shall not be made, and no land shall be excavated or cleared or work commenced in connection therewith, until the Landowner has received the prior consent of the Conservancy. A substantial improvement or substantial change includes a) construction of a residence, b) construction of a barn or accessory structure greater than 2,000 square feet in floor space, c) an addition greater than 600 square feet in floor area to an existing structure, or d) a substantial change in the exterior of a structure. Section 4 specifies other actions that may require the prior consent of the Conservancy. The procedure for such consent is specified in Section 5.3.

**5.3 Procedure for Requesting Consent and Standard for Approval.** To request a consent of the Conservancy that is required by this Conservation Easement, the Landowner shall submit plans or a description of its proposal. The Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with review of any proposals. The Conservancy may waive review of and consent to any improvement, change or alteration which it deems to be insubstantial. The Conservancy agrees that any action requiring its approval shall be made in good faith and shall not be unreasonably withheld, restricted or conditioned.

**5.4 Standards and Timetable for the Conservancy's Decision.** Where the Conservancy's consent is required, the Conservancy shall grant or withhold its consent in writing within 35 days of the Landowner's request for consent accompanied by plans and other materials the Conservancy deems sufficient for its review. The Conservancy may withhold consent only upon a reasonable determination by the Conservancy that the Landowner's proposal would be inconsistent with the purposes or specific provisions of this Conservation Easement. The Conservancy may grant its consent subject to reasonable conditions which must be satisfied. If the Conservancy fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Landowner consents to a longer period of time for review and discussion with the Conservancy. The actual clearing of land and the completed structure, change or improvement shall conform in all material respects to the plans that receive the consent of the Conservancy.

## **6 Conservancy's Remedies for Violation of Easement**

**6.1 Notice of Violation; Corrective Action.** If the Conservancy determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Conservancy shall give written notice to the Landowner of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Conservancy.

**6.2 Injunctive Relief.** If the Landowner fails to cure the violation within 30 days after receipt of notice thereof from the Conservancy, or under circumstances where the violation cannot reasonably be cured within the 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, the Conservancy may bring an action at law or suit in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such an injury.

**6.3 Damages.** The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.

**6.4 Emergency Enforcement.** If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Conservancy may pursue its remedies under this Section 6 without prior notice to the Landowner or without waiting for the period provided for cure to expire.

**6.5 Scope of Relief.** The Conservancy's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowner agrees that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 6.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

**6.6 Costs of Enforcement.** All reasonable costs incurred by the Conservancy in enforcing the terms of this Conservation Easement against the Landowner, including, without

limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Landowner's violation of the terms of this Conservation Easement, shall be borne by the Landowner; *provided, however*, that if the Landowner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

**6.7 Forbearance.** Forbearance by the Conservancy to exercise its rights under this Conservation Easement in the event of any breach of any term by the Landowner shall not be deemed or construed to be a waiver by the Conservancy of such term or of any of the Conservancy's rights under this Conservation Easement or at law or in equity. No delay or omission by the Conservancy in the exercise of any right or remedy upon a breach by the Landowner shall impair such right or remedy or be construed as a waiver.

**6.8 Waiver of Certain Defenses.** The Landowner hereby waives any defense of laches, estoppel or prescription.

**6.9 Effect of Lot Line Adjustment or Subdivision.** After any lot line adjustment or subdivision of the Property permitted by Section 4.16 into parcels having differing ownership, references in this Section 6 to the Landowner shall mean any or all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

## **7 Amendment and Waiver**

**7.1 Amendment.** This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, and any regulations promulgated pursuant thereto. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law.

**7.2 Waiver.** The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation Easement's conservation purposes. Such waivers may not be granted with respect to the number of residences that may be built. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Conservation Easement. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy's board of directors approving such waivers shall be kept in the Conservancy's permanent file with this Conservation

Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

## **8 Costs, Liabilities, Taxes and Environmental Compliance**

**8.1 Owner to Pay Taxes and Assessments.** Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request.

**8.2 Representations and Warranties.** The Landowner represents and warrants that after reasonable investigation and to the best of her knowledge:

**8.2 (a)** Any handling, transportation, storage, treatment or use of any substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Conservation Easement has been in compliance with all applicable federal, state and local laws.

**8.2 (b)** The Landowner and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

**8.2 (c)** There is no pending or threatened litigation in any way affecting, involving or relating to the Property.

**8.2 (d)** No civil or criminal proceedings or investigations are now pending, and no notices, demands or claims have been received that are now pending, arising out of any violation or alleged violation of any federal, state or local law applicable to the Property or its use.

**8.3 Control.** Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") or other applicable law.

**8.4 Hold Harmless.** The Landowner shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with (a) injury to or the death of any person, or physical damage to any

property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties, (b) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement, and (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. In the event any claim is asserted which may give rise to liability under the foregoing indemnity, (a) the Conservancy shall give the Landowner prompt notice thereof, (b) the Landowner may defend the same with counsel selected by the Landowner, subject to the Conservancy's reasonable approval, (c) the Conservancy shall cooperate with the Landowner in the defense thereof, and (d) the Conservancy shall not settle any such claim without having received the Landowner's prior written consent therefor.

## **9 Sale, Transfer and Subdivision of the Property**

**9.1 Required Language in Future Deeds, Mortgages and Leases.** Any subsequent conveyance of any interest in the Property, including without limitation any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement Deed dated 20\_\_ and recorded in the Dutchess County Clerk's Office on \_\_\_\_, 20\_\_ at Document # \_\_\_\_." The failure to include such language shall not affect the validity or applicability of this Conservation Easement.

**9.2 Easement Binding on Future Owners and Others.** The provisions of this Conservation Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term owner shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability in respect of the Property under the instrument creating such equity interest and under applicable law.

**9.3 Discharge of Owner Upon Transfer.** In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Conservation Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner's period of ownership.

**9.4 Notice and Effect of Lot Line Adjustment or Subdivision.** Upon a lot line adjustment or subdivision of the Property (permitted by the terms of this Conservation Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. Regardless of whether such notice is



given, after any such subdivision this Conservation Easement shall be deemed to create separate easements on each such parcel, references in this Conservation Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

**9.5 Allocation of Permitted Structures.** In any deed of conveyance of a portion of the Property, the Landowner thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified number of structures whose total number is limited by this Conservation Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number of structures than the number allowed on the portion of the Property owned by such Landowner immediately prior to such conveyance.

## **10 Miscellaneous Provisions**

**10.1 Assignment by Conservancy to Another Organization.** This Conservation Easement may be assigned by the Conservancy by a written instrument duly executed by the Conservancy and recorded in the Dutchess County Clerk's Office, *provided, however*, that an assignment may be made only after at least 20 days' prior written notice to the owner or owners of the Property and only to a not-for-profit conservation organization (or, with the consent of the Landowner, a public body) within the meaning of Article 49, Title 3 of the Conservation Law that is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

**10.2 Acts Beyond the Landowner's Control.** The Landowner and the Conservancy shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes, or by third parties whose presence on the Property has not been authorized by the Landowner or the Conservancy. The Conservancy may enter the Property to remedy any third-party violation that has not been remedied by the Landowner, with reasonable prior notice to the Landowner and at the Conservancy's sole cost and expense.

**10.3 Extinguishment of Development Rights.** The parties agree that all development rights not reserved herein are extinguished and that the Property's acreage may not be used to calculate permissible density or lot yield for any other land.

**10.4 Estoppel Certificates.** Within 20 days after any request by the Landowner, the Conservancy shall execute and deliver to the Landowner any document, including an estoppel certificate, that may be requested by the Landowner which certifies, to the best of the Conservancy's knowledge, the Landowner's compliance with any obligation of the Landowner contained in this Conservation Easement or otherwise evidence the status of this Conservation

Easement. Such certification shall be limited to the condition of the Property as of the Conservancy's most recent inspection. If the Landowner requests a more current certification, the Conservancy shall conduct an inspection, at the Landowner's expense, within 30 days of receipt of the Landowner's request for it.

**10.5 Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid (or by such other means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other.

**10.6 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement shall be favored over any interpretation that would render it invalid.

**10.7 Severability.** Invalidity of any provision of this Conservation Easement, by court judgment or order, statute or otherwise, shall not affect the validity of any other provisions, which shall be and remain in full force and effect.

**10.8 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

**10.9 Joint Obligations.** The obligations imposed by this Conservation Easement upon the Landowner shall be joint and several.

**10.10 Successors.** The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs and assigns. All references to the Landowner shall include the above-named Landowner and its personal representatives, heirs, successors and assigns. All references to the Conservancy include the above-named Conservancy and its successors and assigns.

**10.11 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**10.12 Counterparts.** The parties may execute this instrument in two more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

## **11 Qualified Conservation Contribution Covenants.**

**11.1 Continuity.** The Conservancy agrees that it will assign this Conservation Easement only to an assignee which agrees to continue to carry out the conservation purposes of his Conservation Easement. This Conservation Easement may only be assigned to an assignee which is a qualified organization as defined in Section 170(h) of the Code, or any successor provisions then in effect, and the regulations thereunder. Any assignee other than a governmental unit must be an entity authorized to acquire and hold conservation easements under New York law, able to enforce this Conservation Easement, having purposes similar to those of the Conservancy which encompass those of this Conservation Easement.

**11.2 Notice of Exercise of Certain Rights.** Landowner agrees to give the Conservancy written notice before exercising any right reserved hereby, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

**11.3 Inspection.** The Conservancy, by its duly authorized representatives, shall have the right to enter the Property at reasonable times, in a reasonable manner, and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

### **11.4 Extinguishment.**

**11.4 (a)** The Landowner and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the donation to the Conservancy of a fully vested interest in the Property.

**11.4 (b)** If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowner and the Conservancy agree to divide the proceeds, if any, in proportion to the fair market values of their interests in the Property as of the date of delivery of this Conservation Easement, unless the laws of New York provide otherwise. For purposes of this Section, the Landowner and the Conservancy agree that the value of the Conservancy's interest on the date of delivery of this Conservation Easement shall equal the amount by which the fair market value of the Property immediately prior to the delivery of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

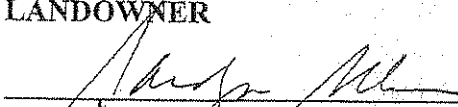
**11.4 (c)** If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowner or her successors, the Landowner shall pay to the Conservancy the greater of the amount specified in Section 11.4 (b) and the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal, the cost of which shall be divided equally between the Landowner and the Conservancy.

**11.5 Existing Conditions.** This Conservation Easement is granted subject to any

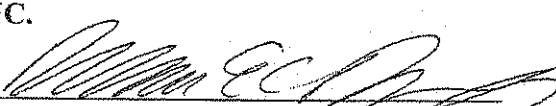
existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing as baseline documentation by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNER

  
Saralyn Allen

DUTCHESS LAND CONSERVANCY,  
INC.

By   
Rebecca E. C. Thornton  
President

STATE OF NEW YORK )

SS.:

DUTCHESS COUNTY )

On the 20th day of December, in the year 2005 before me, the undersigned, personally appeared **Saralyn Allen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

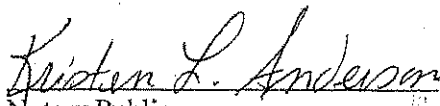
  
Notary Public

STATE OF NEW YORK )

SS.:

DUTCHESS COUNTY )

On the 20th day of December, in the year 2005 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

KRISTEN L. ANDERSON  
Notary Public, State of New York  
No. 01AN6051016  
Qualified in Dutchess County  
Commission Expires 11/13/06

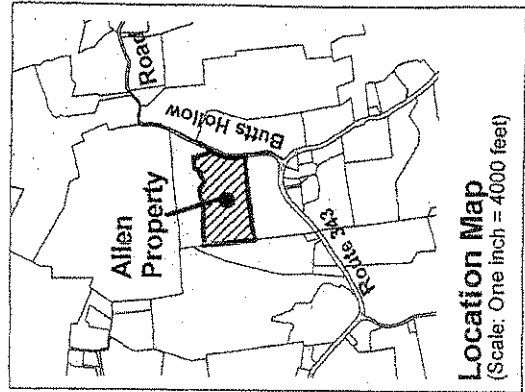
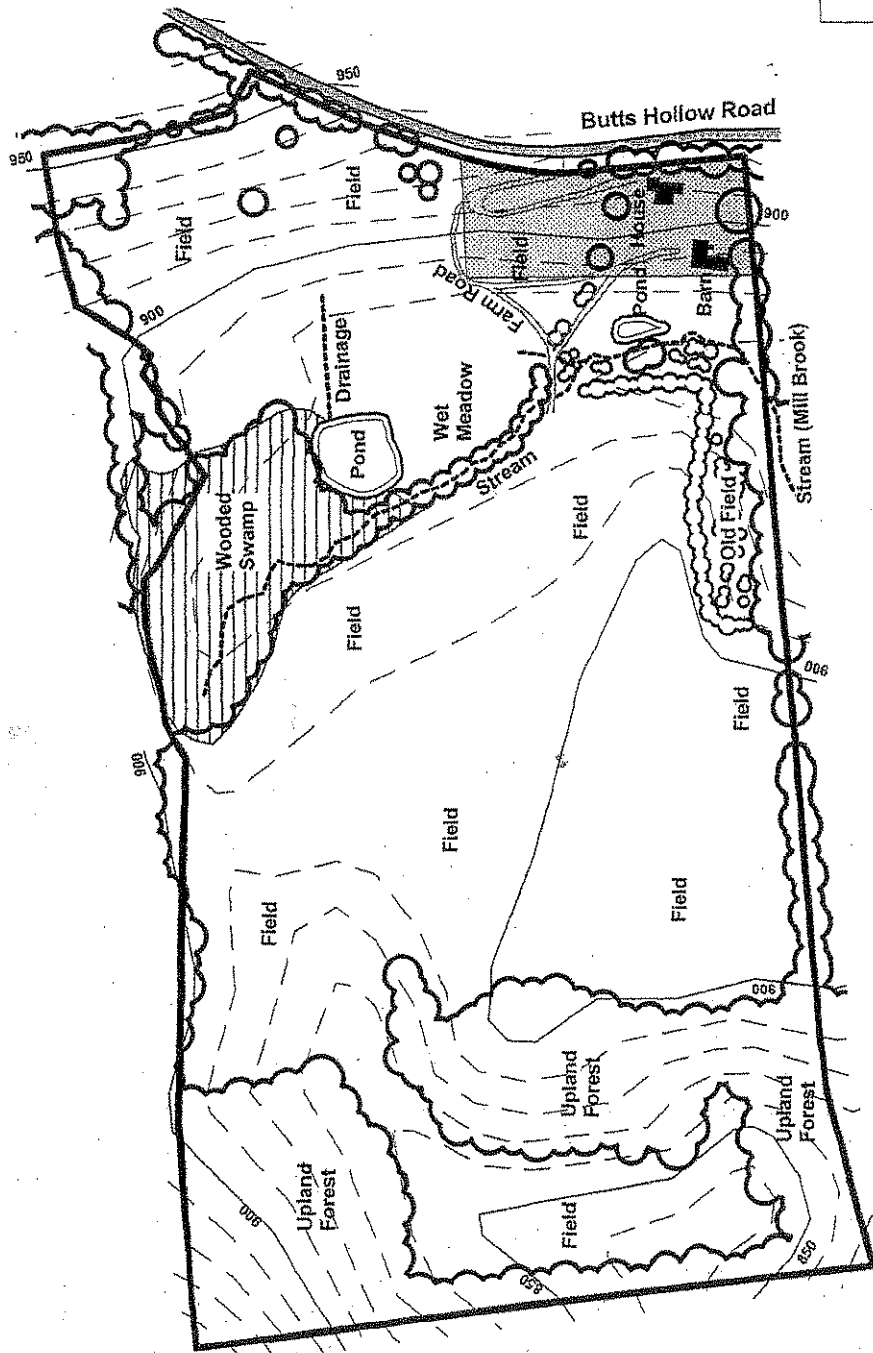
KRISTEN L. ANDERSON  
Notary Public, State of New York  
No. 01AN6051016  
Qualified in Dutchess County  
Commission Expires 11/13/06

## EXHIBIT A

### Description of the Property

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Washington, County of Dutchess, State of New York, and being shown on a filed map entitled "2 Lot Subdivision & Survey Map of lands for Berry" filed in the Dutchess County Clerk's Office on June 03, 1998 as Map No. 10605, and being more accurately bounded and described as follows:

BEGINNING at a point in the center of Butts Hollow Road at the northeasterly corner of lands of the Town of Washington, thence from said point or place of beginning and following along the line of said Town of Washington and passing over an iron pin at the base of an old fence post at 25 feet and passing along old wire fence in trees North 80° 32' 27" West 1854.77 feet to an iron pin found, thence along the line of other lands of the Town of Washington and passing through an iron pipe found on line at a distance of 19.67 feet the following 2 courses and distances: (1) North 07° 02' 00" East 325.89 feet to a point, (2) North 07° 39' 00" East 750.86 feet to an iron pin set, thence along the new division line between Lot #1 and Lot #2 the following 17 courses and distances: (1) South 80° 32' 27" East 373.57 feet to a 24" maple tree, (2) South 74° 05' 05" East 269.84 feet to a 20" oak tree, (3) South 72° 20' 37" East 358.10 feet to an iron pin set, (4) North 74° 26' 06" East 82.14 feet to a 14" poplar tree, (5) South 84° 00' 28" East 109.36 feet to an iron pin set, (6) South 74° 37' 56" East 134.61 feet to a 16" poplar tree, (7) South 39° 39' 37" East 161.02 feet to an iron pin set, (8) North 72° 02' 23" East 143.29 feet to a point in the center of a small stream, (9) up the stream South 87° 03' 16" East 27.65 feet, (10) North 61° 43' 51" East 40.62 feet, (11) South 51° 52' 06" East 31.79 feet, (12) North 58° 38' 11" East 32.69 feet, (13) North 78° 41' 05" East 35.27 feet to a pipe set in the stream, (14) North 21° 59' 57" East 70.42 feet to a pin set in the stream, (15) South 87° 03' 25" East 267.39 feet to an iron pin set, (16) along an old wire fence South 03° 15' 16" West 275.71 feet to a 30" apple tree, (17) along an old wire fence and passing through an iron pin near the westerly side of the road, South 47° 32' 18" East 106.41 feet to a point in the center of Butts Hollow Road, thence along the center of Butts Hollow Road the following 9 courses and distances: (1) South 42° 28' 20" West 109.01 feet, (2) South 39° 19' 55" West 98.26 feet, (3) South 34° 37' 00" West 151.50 feet, (4) South 31° 30' 00" West 54.07 feet, (5) South 28° 11' 49" West 40.17 feet, (6) South 19° 40' 25" West 58.19 feet, (7) South 12° 12' 33" West 90.26 feet, (8) South 06° 37' 18" West 156.22 feet, (9) South 11° 08' 39" West 91.14 feet to the point or place of beginning.



### Legend

- Property Boundary
- 50 Foot Contour
- 10 Foot Contour
- Road
- Existing Building
- Farm Road
- Treeline
- Stream
- Pond
- Wetland
- Shading indicates Building Envelope

Exhibit B:  
 Conservation Easement Map

## Allen Property

Butts Hollow, Town of Washington  
 Dutchess County, NY

November 21, 2005

46.45 Acres +/-



Scale: 1 inch = 300 feet  
 150 0 150 300 Feet



MARCUS J. MOLINARO  
COUNTY EXECUTIVE



LIVIA SANTIAGO-ROSADO, MD, FACEP  
COMMISSIONER

ANTHONY J. RUGGIERO, MPA  
ASSISTANT COMMISSIONER

## COUNTY OF DUTCHESS

DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

### INDIVIDUAL LOT NOTIFICATION OF APPROVAL

Lee Pace & Mathew Foley  
43 Butts Hollow Road  
Dover Plains, NY 12522

RE: Pace & Foley OWTS & Well Location  
Tax Map# 135889-6964-00-059898  
Town of Washington

To whom it may concern:

The plan for the above referenced project was approved on August 26, 2022, as meeting the appropriate and applied technical standards, guidelines, policies, and procedures for the arrangement of the onsite wastewater treatment system and water supply facilities. Said approval showed 1 lot with a 4-bedroom maximum home. As a condition of approval, a construction inspection by a representative of the Dutchess County Department of Behavioral and Community Health shall be conducted to determine that construction at the time of inspection was completed in general conformance with the approved plan and any amendment thereof.


Before you undertake construction, contact the Town of Washington Building Inspector, and complete an application for a building permit (DC SAN 34). When this form has been submitted, you must contact our Poughkeepsie district office 845-486-3404 to schedule a pre-construction conference to ensure that the arrangements for water supply and onsite wastewater treatment system are commenced in accordance with the approved plan and amendments thereto and generally accepted standards.

The Dutchess County Sanitary Code requires that a permit be issued prior to well construction and well abandonment. Application for a permit (DC SAN 35) should be made to the Dutchess County Department of Behavioral and Community Health by the well driller, both a new well permit and a well abandonment permit must be attained.

Approval of the plan or amendment thereof shall terminate and thereafter be null and void unless construction is undertaken within five (5) years from the date of approval. Resubmission or revised submission of plans and/or associated documents shall be subject to compliance with the technical standards, guidelines, policies, and procedures in effect at the time of resubmission.

cc: Kaaterskill Associates (w2/plans)  
Town of Washington Building Inspector  
Richard Sassi, WEP  
File 122711 (w/2 plans)

Date: August 26, 2022

  
Ronald D. Miller, P.E.  
Senior Public Health Engineer  
Environmental Health Services





## Town of Washington

Building Department  
10 Reservoir Drive • P.O Box 667  
Millbrook, NY 12545  
(845) 677-3419 EXT 112 • [buildinginspector@washingtontny.org](mailto:buildinginspector@washingtontny.org)

### Application for Building Permit

This application must be completely filled out with ink and submitted to the Building Office at the Town of Washington Town Hall. To be submitted along with this application:

1. Two complete plans of the proposed construction, showing materials and equipment to be used, and the details of structural, mechanical, plumbing, electrical, and Energy Code Compliance, as applicable. The Building Inspector may require that these plans be stamped and signed by a New York State registered architect or engineer.
2. A plot plan showing the proposed construction in relation to the property line boundaries, existing structures, and wetlands, if applicable.
3. Owner's Authorization Form and Insurance information as required, see below.

**Applicant:** Name Donald Najdek

Address: PO Box 117, Millerton, NY 12546 Phone: 845-233-0928

Email: donald@ecobuildny.com

**Property Owner:** Name: Steven Pregiato C/O White Rock Farm Trust

Address: 200 Park Ave S, 8th Floor, New York, NY 10003 Phone: (212)-768-4500

Signed and Notarized Owner's Authorization Form Attached ☒ OR ☐ Property Owner same as Applicant

**Property:** Address: 43 Butts Hollow Rd, Dover Plains, NY 12522

Tax Grid ID Number: 135889-6964-00-059898-0000 Zoning District: RR-10: Rural Residential

Is the proposed project located in a wetland or 100 year flood plain? No

**Proposed Work:** Setbacks from property line: Front 46.25', Rear 1750.25', Side 1 105.5', Side 2 809.5' ☐

New Building ☒ Addition ☒ Alteration/Renovation ☐ Repair ☒ Installation (HVAC, etc) ☒ Demolition ☐ Retroactive C/O

☐ Swimming Pool/Hot Tub ☐ Fireplace/Wood/Pellet Stove ☒ Roofing/Siding ☐ Deck ☐ Tent >400FT<sup>2</sup> ☐ Agricultural

☐ Propane Tank ☐ Shed or Barn ☐ Solar ☐ Other (please specify) \_\_\_\_\_

Builder's Name: Donald Najdek / Eco Builders Phone: 845-233-0928

Builder's Address: PO Box 117, Millerton, NY 12546

Builder's Email: donald@ecobuildny.com

**Builders must provide proof of Workers Compensation Insurance (C105.2 or U26.3) and proof of Disability**

**Benefits Compensation (DB120.1) Homeowners or Sole Proprietors may provide CE-200 Certificate of Attestation**

**of Exemption.** ☐ Builder's Insurance Information attached ☐ Exemption Form Attached

Estimated Cost of Project: \$1,600,000.00 Description of Proposed Work (include square footage as applicable):

RENOVATION AND EXPANSION OF AN EXISTING SINGLE FAMILY HOUSE, CONVERT FROM 3-BEDROOM TO 4-BEDROOM.  
SEPTIC TO BE UPGRADED.

AREA OF EXISTING HOUSE TO BE RENOVATED OR REBUILT - 2,775 SF

AREA TO BE ADDED TO EXISTING HOUSE - 1,047 SF

TOTAL ENLARGED HOUSE AREA - 3,822 SF

ALL EXISTING WINDOWS TO BE REPLACED. EXISTING THERMAL INSULATION TO  
BE REPLACED AND UPGRADED.

EXISTING HOUSE FRONT SETBACK IS 46.25' AND WILL NOT BE REDUCED.

**Please read, initial, and sign page 2.**